



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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ALHAMBRA, CALIFORNIA 91803-1331  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

February 9, 2006

IN REPLY PLEASE  
REFER TO FILE: PD-2

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**SLAUSON AVENUE FROM COMPTON AVENUE TO ALAMEDA STREET  
CITY OF HUNTINGTON PARK-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 1  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the project to resurface and reconstruct the deteriorated pavement on Slauson Avenue from Compton Avenue to Alameda Street, which is jurisdictionally shared between the City of Huntington Park and the County, is exempt from the California Environmental Quality Act (CEQA).
2. Approve and instruct the Mayor of the Board to sign the cooperative Agreement with the City of Huntington Park for the project. The Agreement provides for the County to perform the preliminary engineering for the improvements and administer the construction of the project with the City and the County to finance their respective jurisdictional shares of the project cost. The total cost of the project is currently estimated to be \$1,699,000 with the City's share being \$92,000 and the County's share being \$1,607,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County proposes to resurface and reconstruct the deteriorated pavement on Slauson Avenue from Compton Avenue to Alameda Street which is jurisdictionally shared between the City of Huntington Park and the County. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Section 1803 of the California Streets and Highways Code provides that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Section 6500, et seq. of the Government Code.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence. By improving the subject roadway, residents of the City of Huntington Park and the unincorporated County area who travel on this street will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

The total project cost is currently estimated to be \$1,699,000 with the City of Huntington Park's share being \$92,000 and the County's share being \$1,607,000. Funding for this project will be included in the Fiscal Year 2006-07 Proposition C Local Return Fund Budget. Under the terms of the Agreement, the City of Huntington Park will assign to the County a portion of its available Federal Surface Transportation Program funds to finance its share of the project cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Agreement, which has been approved by County Counsel, provides for the County to perform the preliminary engineering for the improvements and administer the construction of the project with the City and the County to finance their respective jurisdictional shares of the cost of the improvements.

### **ENVIRONMENTAL DOCUMENTATION**

The CEQA requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is categorically exempt pursuant to Section 15301 (c) of the CEQA and Classes 1 (x), 2, 9, and 14 of the County Environmental Guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

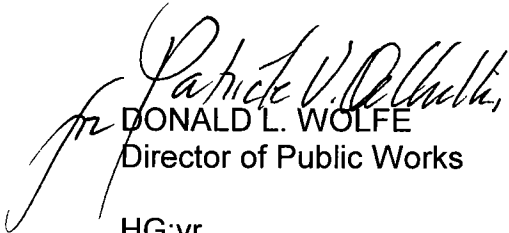
Slauson Avenue is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

The Honorable Board of Supervisors  
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**CONCLUSION**

Enclosed are two copies of the Agreement which have been approved by the City of Huntington Park and approved as to form by County Counsel. Upon approval by your Board, please return the copy marked CITY ORIGINAL to us for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

  
DONALD L. WOLFE  
Director of Public Works

HG:yr

C060814

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Enc.

cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF HUNTINGTON PARK, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## W I T N E S S E T H

WHEREAS, Slauson Avenue is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to resurface and reconstruct the deteriorated roadway pavement on Slauson Avenue from Compton Avenue to Alameda Street including reconstruction of curb, gutter, sidewalk and driveway approaches, and the construction of bus pads and wheelchair ramps (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform, or cause to be performed, the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, CITY and COUNTY are both willing to finance their respective shares of COST OF PROJECT for those portions of PROJECT within their JURISDICTION (as defined herein below); and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Six Hundred Ninety-nine Thousand and 00/100 Dollars (\$1,699,000.00) with CITY'S share being Ninety-two Thousand and 00/100 Dollars (\$92,000.00) and COUNTY'S share being One Million Six Hundred Seven Thousand and 00/100 Dollars (\$1,607,000.00).

WHEREAS, CITY proposes to finance its jurisdictional share of COST OF PROJECT by assigning Ninety-two Thousand and 00/100 Dollars (\$92,000.00) of its available Federal Surface Transportation Program (STP) funds to COUNTY; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of STP funds between agencies; and

WHEREAS, COUNTY is willing to accept CITY'S assignment of STP funds; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1803 of the California Streets and Highway Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the premises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. The COST OF PROJECT, as referred to in this AGREEMENT, shall include the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of PRELIMINARY ENGINEERING, as referred to above, shall include the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of CONSTRUCTION CONTRACT, as referred to above, shall include the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, pursuant to paragraph (4) a., below, the actual amount of which is to be determined by a final accounting of PROJECT costs.

- b. To assign Ninety-two Thousand and 00/100 Dollars (\$92,000.00) of CITY'S available STP funds to COUNTY to finance CITY'S share of COST OF PROJECT. Such assignment shall be effective upon full execution of this AGREEMENT with no further action required by CITY.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary or permanent right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- d. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY highway right of way.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction of PROJECT. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over to utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- g. To grant COUNTY permission to occupy and use the public streets in CITY to construct PROJECT.
- h. Upon completion of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform, or cause to perform, the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to complete PROJECT.

- b. To finance COUNTY'S share of COST OF PROJECT, pursuant to paragraph (4) a., below, the amount of which is to be determined by a final accounting of PROJECT costs.
- c. To accept CITY'S assignment of STP funds as payment toward CITY'S jurisdictional share of COST OF PROJECT.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.
- f. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual COST OF PROJECT including an itemization of actual unit costs and actual quantities for COST OF PROJECT.
- g. Upon completion of PROJECT, to maintain in good condition, and at COUNTY expense, all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S share of COST OF PROJECT.
- b. CITY'S total actual assignment of STP funds shall be an amount equal to CITY'S share of COST OF PROJECT, as set forth in paragraph (2) a., above, based on the final accounting.
- c. If at final accounting, CITY'S share of COST OF PROJECT exceeds CITY'S assignment, as set forth in paragraph (2) b., above, CITY shall pay to COUNTY the additional amount upon demand or assign additional

CITY STP funds to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said assignment, COUNTY shall credit the difference to CITY'S available STP funds within thirty (30) days of the date COUNTY furnished CITY with the final accounting.

- d. That if CITY'S payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- e. That if CITY'S payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice for COST OF PROJECT prepared by COUNTY and delivered to CITY and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of delivery to CITY of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative



to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.

- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Patrick Fu  
City Engineer  
City of Huntington Park  
6650 Miles Avenue  
Huntington Park, CA 90255

COUNTY:

Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- l. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify,

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF HUNTINGTON PARK on \_\_\_\_\_, 2005, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2005.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

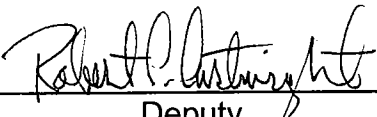
ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles


By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy

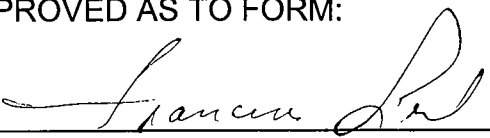
CITY OF HUNTINGTON PARK

By   
Mayor

ATTEST:

By   
City Clerk 1-3-06

APPROVED AS TO FORM:

By   
City Attorney

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